CONSULTANT AGREEMENT

Agreement dated as of September 9, 1982 between Universal City Studios, Inc. ("Owner"), 100 Universal City Plaza, Universal City, California 91608 and Animated Playhouse Corporation ("Consultant"), 9201 Cranford Avenue, Arleta, California 91331.

Owner is currently planning to develop a "King Kong" attraction ("Project") at its Tour facility at Universal City, California. In connection therewith Owner wishes to contract with Consultant to perform certain consulting services as set forth herein. Accordingly, Owner and Consultant hereby agree as follows:

1. Scope of Work

Consultant agrees to perform those services and furnish those materials as set forth below:

a) Preliminary story boards;
b) Production sketches;
c) Preliminary character sketches;
d) Preliminary character animation
e) Study model of show area;
f) Cost estimate.

2. Term

Consultant shall commence its services on the date hereof and shall complete its services no later than October 9, 1982. Consultant agrees that time of completion is of the essence of this Agreement.

3. Compensation

Owner is entering into this Agreement in reliance upon Consultant's representations as to its expertness in the services hereunder. Upon condition that Consultant fulfills and completely performs each and all of the terms of this Agreement, Owner agrees to pay Consultant in full for all services performed hereunder and for all materials furnished hereunder a fee of Twenty-Five Thousand Dollars ($25,000.00). The expenditure by Consultant of any time in excess of said amount shall be subject to Owner's prior written approval.

Said amount shall be payable as follows:

a) Upon execution of this agreement, Owner shall pay Consultant a recoupable advance of Ten Thousand Dollars ($10,000.00). Said advance shall be recoupable in whole or in part pursuant to the terms of Paragraph 5 hereunder.

b) Not earlier than fifteen (15) days following delivery of recoupable advance described in subparagraph "a" hereinabove,

Consultant shall submit an invoice to Owner for the amount of Seven Thousand, Five Hundred Dollars ($7,500.00). Said invoice shall include a description of all services performed by Consultant to date, including those services covered by the recoupable advance. Payment of said invoice shall be made within fifteen (15) days of receipt of same by Owner.

c) Upon completion of Consultant's services, and upon condition Owner accepts and approves the work performed, Consultant shall submit an invoice to Owner for the balance of Consultant's fee and shall include a description of those services covered by this final payment. Payment of the aforesaid invoice shall be made within fifteen (15) days after receipt of invoice by Owner.

If at any time Consultant ascertains that the completion of its services on the Project will result in costs in excess of the Compensation set forth above in this paragraph, Consultant shall have an absolute obligation to notify Owner thereof and Consultant shall not incur any such additional costs without Owner's prior written approval. In the event Consultant should fail to notify Owner and nevertheless incurs such additional costs, Consultant shall be obligated to absorb or pay all such unapproved overages.

4. Independent Contractor

In the rendition of its services hereunder, Consultant is performing as an independent contractor. Nothing herein contained shall be construed as creating the relationship of principal and agent or employer and employee between Owner and Consultant.

5. Termination of Agreement

Should Owner for any reason and at any time in its sole subjective discretion desire to abandon the Project contemplated herein, in whole or in part, or should Owner for any reason and at any time in its sole and subjective discretion desire to discontinue the services of Consultant, Owner shall have the right to do so and terminate this Agreement. In such event, Owner shall pay Consultant for any professional services authorized and performed hereunder prior to the termination.

6. Ownership of Documents

Drawings, calculations and specifications furnished by Consultant as instruments of service are the property of Owner, whether the Project be executed or not, and may be used or revised by Owner in whole or in part. Owner hereby agrees to indemnify Consultant and to hold it harmless from all liability, loss, costs, damages or expense arising out of, based upon, or related to the use of said drawings, calculations and specification for any purpose other than the Project described herein. Upon completion of the Project the original drawings will be delivered to Owner and may be maintained or destroyed at the option of the Owner.

A001847

7. Patents, Trademarks and Copyrights

A. Consultant acknowledges that in the rendition of its services under this Agreement he will have access to Owner's design data and information, manufacturing, testing and repair procedures and general business information which is not generally known and which gives Owner an advantage over its competitors who do not know or use it herein referred to as "Owner's Confidential Information". Consultant agrees to refrain at all times from disclosing Owner's Confidential Information to others or from using it except for the benefit of Owner and to refrain from any other acts which would tend to destroy the value thereof to Owner. Upon termination of this Agreement, Consultant shall return to Owner promptly any and all documents or items which are the property of Owner or contain or comprise Owner's Confidential Information.

B. Consultant shall promptly and fully communicate in writing to an executive officer of Owner or its nominees all inventions and improvements made or conceived by Consultant either solely or jointly with another during the entire period of its engagement by Owner, relating or in any way appertaining to or connected with any of the matters which have been or during said period may become the subject of investigation of Owner or in which Owner has been or during said period may become interested. Consultant shall at all times during its engagement by Owner, and after the termination of said engagement for any reason, assist Owner and its nominees in every proper way, but entirely at Owner's expense, to obtain and maintain for Owner's own benefit patents and other protection in any and all countries for the abovementioned inventions and improvements, and when requested, Consultant will execute all papers and do all things that may reasonably be required in order to protect and maintain the rights of Owner or of its nominees in such subject matter, such inventions and improvements to be and remain the property of Owner or of its nominees whether or not patented. Consultant hereby also sells, assigns, and transfers unto Owner the entire right, title, and interest in and to said inventions and improvements and in and to any application for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of said inventions and said applications for Letters Patent in foreign countries, and Consultant further authorized Owner to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

C. Owner shall own all rights in the Project and in all the results and proceeds of Consultant's services with respect thereto. Owner shall have the right to obtain in its name copyright and renewals of copyright and other protection of the Project and all elements thereof including but not limited to the Designs and Specifications therefor. Consultant hereby sells, assigns and transfers unto Owner all rights of every kind and nature including the copyright in and to the materials to be furnished by Consultant thereunder. At all times during its engagement by Owner and after the termination of said engagement for any reason,

Consultant shall assist Owner to obtain and maintain for Owner's benefit copyrights in such materials and Consultant agrees to execute and to cause its subcontractors to execute such further instruments as Owner may reasonably require as evidence of ownership of such rights.

D. Consultant shall secure appropriate agreements with each of its employees and subcontractors assigned to the Project prior to such assignments so that each employee will agree to the obligations described in this paragraph.

8. Indemnification

Consultant hereby agrees to indemnify, defend and hold Owner, together with Owner's parent and affiliated companies and any licensee or lessee of Owner's premises and such parties' respective officers, directors, employees and agents, free and harmless from any and all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees incurred as a result of appellate proceedings and all other attorney's fees) for errors, omissions or negligent acts arising out of Consultant's performance of its professional services on the Project. Consultant hereby releases Owner, together with Owner's parent and affiliated companies and any licensee or lessee of Owner's premises and such parties' respective officers, directors, employees and agents, from liability to Consultant for loss or damage to any of Consultant's or its subcontractor's property arising out of any act or omission, negligent or otherwise, in connection with the performance of this Agreement by Owner to the extent Consultant is insured against such damage and/or loss and recovers therefor under such insurance or to the extent Consultant is self-insured under a formal self-insurance program.

9. Insurance

Consultant agrees to provide the following insurance coverages on the forms and in amounts not less than specified:

(a) Full and Unlimited Statutory Worker's Compensation including Employer's Liability;

(b) Comprehensive General Liability and Auto Liability (including Blanket or Specific Contractural Liability) and Personal Injury Liability) with minimum combined single limits of $1,000,000.

(c) Consultant will deliver to the Owner upon execution of this Agreement satisfactory evidence of such insurance coverage on the Owner's certificate form or other form acceptable to the Owner, or if required, copies of the policies. All required insurance will be placed in carriers satisfactory to the Owner and will provide thirty (30) days' written notice of cancellation of non renewal. All insurance furnished by Consultant or its subcontractors hereunder shall be in full force and effect during Consultant's performance of this Agreement.

A001849

(d) Owner and Consultant waive all rights of subrogation on behalf of any insurance company insuring their respective interests so long as said waiver does not violate any terms and conditions of any such insurance policy.

10. Accounting Records

Consultant shall keep records relating to the Project on a generally recognized accounting basis and shall make such records available to Owner if requested. Consultant's obligation hereunder shall terminate twenty-four (24) months after completion of the final phase of the Project.

11. Fair Employment

Consultant agrees that neither Consultant nor its subcontractors will discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical handicap or national origin, except where sex or absence of physical handicap is a bona fide occupational qualification, and that Consultant will execute and cause each of its subcontractors to execute any such certificates and covenants not to discriminate, as may be required by any governmental authority. The provisions of Section #202 of Executive Order #11246 as amended are expressly incorporated herein by reference, and shall be applicable to this Agreement unless exempted by rules, regulations or orders of the Secretary of Labor.

12. Labor Relations

Consultant agrees to conduct its operations and its relations with all of its employees and all of the employees of subcontractors so as not to interfere with, or cause labor or union friction with, any persons working on the Project, bringing materials to the Project, in any way connected with the Project, or with any labor unions or personnel working at Owner's studios in Universal City. Notwithstanding the generality of the foregoing, Consultant shall immediately take any action in the event of any jurisdictional labor dispute or jurisdictional strike as instructed by Owner. In the event that Consultant shall become involved in a labor dispute which causes injury or inconvenience to Owner (in Owner's sole discretion), Owner shall have the right to terminate this Agreement. All personnel used in connection with the Project shall be experienced and competent, and shall be members of the proper union or unions to the extent such membership may lawfully be required under any applicable collective bargaining agreement so that Owner will not be in breach of any union contract to which Owner is now, or may hereafter in the future be, a party.

13. Notice

All notices or matters which Consultant is required or may desire to give Owner hereunder shall be in writing and sent by mail or telegraph addressed to the attention of Vice President, Planning & Development, MCA Recreation Services with a copy addressed to the attention of the Law

Department at the same address. Notices or matters that Owner is required, or may desire to give Consultant hereunder, shall be in writing and sent by mail or telegraph addressed to the Consultant at the address set forth above in the preamble to this agreement or such other location as agreed to in writing by the Owner and the Consultant. All notices shall be deemed delivered on the date mailed or telegraphed.

14. Assignment

Owner may assign this Agreement to any party. Consultant shall not assign this Agreement to anyone other than a parent company, related company or affiliate of Consultant or to any company with which Consultant may merge or consolidate.

15. Miscellaneous Provisions

A. Consultant shall provide professional services for the Project to the best of Consultant's ability and to the highest standards of care in the profession. This standard of competence shall apply to all of Consultant's obligations under this Agreement. Consultant shall use its best efforts to comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, and with those of any other governing bodies having jurisdiction.

B. The Project and all matters relating thereto, including any discussions between Owner and Consultant, shall be treated as confidential by Consultant and Consultant's employees.

C. Consultant agrees to call to Owner's attention any facts or circumstances which Consultant is aware of, becomes aware of, or should reasonably be aware of, in the performance of its obligations hereunder, which indicate that any written instructions, diagrams or any other material that Owner or others designated by Owner supply Consultant are unsuitable or inaccurate for the purposes for which material is supplied Consultant. The word "written" shall be deemed to include any conference memos delivered to Owner pursuant to subparagraph (D) below.

D. Consultant shall deliver to Owner as soon as possible a copy of a conference memo covering each meeting involving Consultant and pertaining to the Project, including all meetings with Owner and its representatives as well as outside persons, such as contractors and subcontractors and their employees, inspectors, government officials and others.

E. Consultant shall fully cooperate with Owner and Owner's Authorized Representative, consultants, engineers, contractors and other parties working with or for Owner in connection with the Project.

16. Construction of Language

The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either Owner or Consultant.

A001851

17. Legal Proceedings

Any legal proceeding of any nature brought by either party hereto against the other party to enforce any right or obligation under the Contract, or arising out of any matter pertaining to this Contract or the services to be rendered hereunder, shall be submitted for trial without jury before any court of competent jurisdiction in the State of California. The parties hereto expressly waive trial by jury in any legal proceeding, consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of California in any matter to be submitted to any such court pursuant hereto.

18. Entire Agreement

This Agreement shall be construed in accordance with the laws of the State of California. No provision hereof may be waived or modified except by a writing signed by both parties. This Agreement represents the entire understanding of the parties and supersedes all prior written or oral agreements between them with respect to this matter.

ANIMATED PLAYHOUSE CORPORATION
(Consultant)

BY_____

Tax I.D. No.:_____

UNIVERSAL CITY STUDIOS, INC.
(Owner)

BY_____